

The China Mail

ESTABLISHED FEBRUARY, 1843.

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十五年九月庚

PRICE, 824 PER ANNUM.

AGENTS FOR THE CHINA MAIL.

Banks.

LONDON:	F. ALOR, 11 & 12, Clement's Lane, Lombard Street, E. C. GEORGE STREET & CO., 80, Cornhill, GORDON & GOTCH, Lycalls Circus, E.C. BATES, HENRY & CO., 4, Old Jenny, E.C. SAMUEL DRAGON & CO., 150 & 164, Leadenhall Street.
PARIS AND EUROPE:	LEON DE ROSY, 19, Rue Monceau, Paris.
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SAN FRANCISCO AND AMERICAN PORTS generally:	BEAR & BLACK, San Francisco.
SINGAPORE AND STRAITS:	SAYLE & CO., SINGAPORE, C. HIRSSEN & CO., MANILA.
CHINA:	MESRS A. A. DE MELLO & CO., SWATOW, CAMPBELL & CO., AMoy, WILSON, NICHOLLS & CO., FOOCHEW, HEDGE & CO., SHANGAI, LANE, CRAWFORD & CO., AND KELLY & WALSH, YOKOHAMA, LANE, CRAWFORD & CO.

Banks.

CHARTERED BANK OF INDIA, AUSTRALIA, AND CHINA.

CAPITAL, £800,000.
RESERVE FUND, £100,000.
Bankers.

THE BANK OF ENGLAND.

THE CITY BANK.

THE NATIONAL BANK OF SCOTLAND.

THE BANK'S BRANCH IN HONGKONG grants Drafts on London and the Chief Commercial places in Europe and the East; buys and receives for collection Bills of Exchange, and conducts all kinds of Banking and Exchange Business.

RATES OF INTEREST ALLOWED ON DEPOSITS.

CURRENT ACCOUNTS, 2 per cent. per annum on the daily balance.

ON FIXED DEPOSITS.

For 3 months, 3 per cent. per annum.
" 6 " 4 per cent. "
" 12 " 5 per cent. "

WILLIAM FORREST,

Manager.

Hongkong, May 10, 1880.

HONGKONG & SHANGHAI BANKING CORPORATION.

Paid-up Capital, 5,000,000 Dollars.
Reserve Fund, 1,000,000 Dollars.

COURT OF DIRECTORS.

Chairman—The Hon. W. KESWICK.
Deputy Chairman—A. MOYER, Esq.
A. DE FORBES, Esq.; H. HOPKIN, Esq.; E. R. BELLIOS, Esq.; F. D. SASOON, Esq.; L. L. DALEYMPLE, Esq.; W. S. YOUNG, Esq.

Chief Manager.

Hongkong, Thomas JACKSON, Esq., Manager.

Shanghai, Ewen CAMERON, Esq., London BANKERS—London and County Bank.

HONGKONG.

INTEREST ALLOWED.

On Current Deposit Account at the rate of 2 per cent. per annum on the daily balance.

For Fixed Deposits:

For 3 months, 3 per cent. per annum.
" 6 " 4 per cent. "
" 12 " 5 per cent. "

LOCAL BILLS DISCOUNTED.

Credits granted on approved Securities, and every description of Banking and Exchange business transacted.

Drafts, granted on London, and the chief Commercial places in Europe, India, Australia, America, China and Japan.

T. JACKSON,

Chief Manager,
Offices of the Corporation,
No. 1, Queen's Road East.
Hongkong, August 16, 1880.

JAPAN SELTZER WATER MANUFACTURED BY J. LLEWELLYN & CO.

JAPAN SPRING WATER AT THEIR STEAM AERATED WATER FACTORY, Shanghai.

Agents in Hongkong—Messrs LANE, CRAWFORD & CO.

Hongkong, July 31, 1880.

Ninth Volume of the "CHINA REVIEW."

(Incorporated 1st & 18th March, 1848.)

No. 1—Vol. IX.

—OF THE—

CHINA REVIEW

CONTAINS—

The Educational Curriculum of the Chinese.

Letters of Jamonea.

Inscriptions on Red Paper, Pictures, Etc., on Chinese Street-doors.

Notes on the Korean Language.

Modern Biography in China.—The Grand Secretary Li.

Annals.

Short Notices of New Books and Literary Intelligence.

Notes and Queries—

Dise.

Chinese Coins.

Land Tenure in China.

The Chinese Court.

Ancient Bridal Customs Compared.

A Substitute for Tea.

The "Blue River."

Errata—

Canton Sylabary.

Fa-Hien and His English Translators.

Corrigenda.

Notes on the Kitchen-God.

Books Wanted, Exchanges, &c.

Hongkong, September 11, 1880.

Banks.

ORIENTAL BANK CORPORATION.
(Incorporated by Royal Charter.)

PAID-UP CAPITAL, £1,500,000.

DATES OF INTEREST ALLOWED ON DEPOSITS.

At 3 months' notice 3 1/2 per Annum.

" 6 " 4 1/2 "

" 12 " 5 1/2 "

Current Accounts kept on Terms which may be learnt on application.

GEO. O. SCOTT,

Acting Manager.

Oriental Bank Corporation,
Hongkong, September 4, 1879.

Notices of Firms.

NOTICE.

MR. THOMAS GIBB WILLIAMSON has been authorized to sign for his firm in HONGKONG from this Date.

ADAMSON, BELL & CO.

Hongkong, October 1, 1880.

NOTICE.

WE have authorized Mr. JOHN PATRICK LAIRD to sign the Name of our firm.

MARGESSON & CO.

Macao, 5th October, 1880.

no 5

NOTICE.

THE Undersigned have been appointed Sole Agents of the ELLIOTTS METAL COMPANY, Birmingham, for Hongkong and China.

MELCHERS & CO.,

Hongkong, Sept. 13, 1880.

debt

NOTICE.

MUNIZ PATENT YELLOW METAL SHEATHING, all Sizes;

AND COMPOSITION NAILS, in Lots to Suit Purchasers.

G. R. LAMMERT,

Pedder's Wharf Buildings.

Hongkong, July 28, 1880.

FOR SALE.

JULES MUMM & CO.'S CHAMPAGNE,

Quarts, £16 per dozen Cases.

Pints, £17 per dozen.

GIBB, LIVINGSTON & CO.

Hongkong, February 2, 1880.

debt

NOTICE.

COMPARATIVE CHINESE FAMILY LAW,

By E. H. PARKER.

Can be obtained from KELLY & WALSH at Shanghai and Hongkong, & LANE, CRAWFORD & CO., Hongkong, and at the China Mail Office.

Hongkong, December 6, 1879.

debt

NOTICE.

MULLER FREEMAN'S CELEBRATE OLD BRANDY,

in Cases of 1 dozen Quts.

Apply to

HESSE & CO.,

Sole Agents.

Hongkong, Sept. 1, 1880.

debt

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JAPAN SELTZER WATER MANUFACTURED BY J. LLEWELLYN & CO.

JAPAN SPRING WATER AT THEIR STEAM AERATED WATER FACTORY, Shanghai.

Agents in Hongkong—Messrs LANE, CRAWFORD & CO.

Hongkong, July 31, 1880.

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Books Wanted, Exchanges, &c.

No. 5389.—OCTOBER 15, 1880.]

THE CHINA MAIL.

Pax. A. O. Gourdin, D. Lillis, L. F. Bartlett, F. Lidell, and C. Lance, gave a special verdict which is embodied in the Paine Judge's judgment. On the Jury's finding Counsel were heard on another two or three days, and their Lordship now gave judgment.

The Attorney General (Hon. E. L. O'Malley) instructed by the Acting Crown Solicitor, Mr A. B. Johnson, prosecuted; and Mr Hayllar, instructed by Messrs Broderon and Wotton, defended the prisoners.

Mr Justice Snowden, in giving judgment said:—

These prisoners were tried at the Criminal Sessions for September, on an information charging them that they, together with other persons to the Attorney General unknown, did piracy on the high seas, force of arms attack and seize certain trading junk owned and held by the Sun Yee Lee, lying in Pak Sha Wan Bay, within the jurisdiction of the Admiralty, and in the name of the Queen, and then and there did piratically and feloniously make an assault upon Chu Asau and other mariners on board the said junk, &c., and did feloniously and piratically and violently steal, take and carry away this said junk, 48 piculs of sugar, 9 piculs of rice, and divers other goods the property of one Cheung Asau, against the peace of our Lady the Queen, on the 15th day of August.

The Jury found a special verdict in answer to six questions put to them by his Lordship the Chief Justice. The question are answered, with the answers given by the jury:—

"1. Were the prisoners or either of them present, and did they take part in the seizing of the Sun Yee Lee on August 15? (Yes, both were)

"2. Had the prisoners or either of them any authority from any officer of the Emperor of China, having authority to give such authority, to seize the vessel when she was within the waters of Hongkong? (Neither had such authority.)

"3. Has it been proved to you that any officer had authority to authorize or did without authority affect to authorize the prisoners or either of them to seize the vessel on the Colonial side of the Inner Channel, that is within the three mile limit? (No.)

"4. Was the site of seizure within the Pak Sha Wan Bay? (Yes.)

"5. Had the prisoners authority or did they reasonably believe that they had authority to seize Chinese vessels within Pak Sha Wan Bay? (They had no authority and no reasonable belief that they had such authority.)

"6. Was the vessel actually and in fact lying within Pak Sha Wan Bay at the time, she was seized? (Yes.)

The first point which cannot fail to attract the attention of any one acquainted with the law relating to the crime of piracy is the absence of the words "on the high seas." I presume the omission was intentional to raise the question now before the Court. Piracy is defined to be the committing those acts of robbery and depredation upon the high seas, which if committed on land would have amounted to felony there. 1 Hawkins' Pleas of the Crown, 100. Therefore it would generally be considered necessary to allege that the offence was committed on the "high seas" to give the Admiralty Court jurisdiction to try the offence.

The next thing to be observed is that the information contains an allegation that the offence was committed within the jurisdiction of the Admiralty, at the place of the Queen upon the Sun Yee Lee junk lying in Pak Sha Wan Bay, which is a small bay on the coast of the Island of Hongkong, in the neighbourhood of the Fa Tow Chow Custom station.

The Jury having found as a fact in the special verdict that the junk was lying in a bay the Court of Appeal is precluded from enquiring whether Pak Sha Wan is a bay in the proper sense of the word. Dr Johnson defines a "bay" to be an opening in the land where the water is shut in on all sides, except at the entrance. It is needless to remark that this is not a very accurate description; many bays are quite open to the sea; some, like Pak Sha Wan, I imagine, are mere indentations in the shore between two points, more or less projected; but the land covered by water enclosed by an imaginary line drawn from one point to the other, has always been held to be within the territory by which it is surrounded, except at the mouth, the *faucet* terra.

It must then be taken that the Sun Yee Lee was lying in water within the territory of the Island of Hongkong, when seized by the prisoners, and if so, their offence would not be piracy, *jure gentium*, but an offence against the national law of the Colony. When the learned Attorney General showed that the Admiralty have a concurrent jurisdiction in case of *piracy jure gentium* committed within the waters of this Colony.

It will not be necessary to enter at length on the well-known subject of Admiralty Jurisdiction. The Court is said to be as old as the time of Edward I, and in the time of Edward III exercised a very wide jurisdiction over maritime causes and torts, injuries, and offences in ports, within the ebb and flow of the sea-side, in British seas or on the high seas. Piracy *jure gentium*, "the chiefest offence" as Sir Leoline Jenkins remarked in his charge to the jury at a Session of Admiralty, was peculiarly within the jurisdiction of the Court.

Its encroachments on the domain of the Common Law led we are told to the statutes 13th Rich. 2d, ch. 5th, and 15th, R. 2d, ch. 3. The first of these statutes confined the jurisdiction of the Admiralty to things done upon the sea. The second runs thus:—"It is declared, ordained and established that of all manner of contracts, leases, and complaints, and of all her things lying within the body of the County (which in this Colony is the word Colony must be substituted). In England the jurisdiction of the Sheriff is co-extensive with the county; here it is co-extensive with the Colony; I am bound to hold that the jurisdiction in Admiralty does not extend within the body of this Colony, therefore it is not within the body of this Colony. I concur entirely in the conclusion expressed by my brother Justice, Mr Justice Snowden, that upon the finding of the facts in answer to the sixth question submitted to the Court, he would stand to the verdict of not guilty, the real meaning of which is that the Court holds that it has no jurisdiction in Admiralty to try these prisoners upon this information. Inasmuch as this Court had no jurisdiction in the matter, it cannot judicially consider any question of fact or law affecting these prisoners, and therefore none of the other questions raised before it, to the consideration of which it is entirely incompetent. The facts to the *focus in quo* and decision in the case of the *Franconia* (R. v. Kehl, L. R. 2 Ex.) were entirely different from those in the case before us. I do not, however, wonder that arguments used by the learned Judges in that case were cited on each side to us, for they differed so widely as to afford weapons to each party. The question decided and actually set at rest by that decision was of a very limited character indeed. But the discussion opened up judicial questions of great difficulty. In the controversy the conclusions of seven most eminent Judges were balanced by the contrary statements arrived at by six other eminent Judges, and the question decided, was, practically, that a majority of one to a tenth. The arguments thus elicited from a very wise man of profound judicial learning and nice balanced legal arguments, extending from p. 63 to 237 of the above report, a careful reading of these arguments will satisfy the student how much may be said on both sides of important questions, and how open to doubt the most carefully arrived at conclusions are. The case of the *Franconia* taken as a whole would seem to tend to increase doubts as to what is law rather than to abolish the darkness of doubt in the light of Law."

In a despatch dated June 6th, 1877, Lord Carnarvon quotes the opinion of the law officers of the Crown given with a view to the decision in the *Franconia* case, Q. v. Kehl, R. v. Kehl, B. Div. 90, and L. R. 2 Ex. D. p. 63. It is seen that the Admiralty jurisdiction extends to acts of piracy *jure gentium* committed by Chinese upon Chinese *extra fauces terra*, but beyond Colonial waters, and within three miles of the Chinese territory. It extends also to all acts committed by foreigners. High seas are defined to be *extra fauces terra*, or outside of the bays, for that is what it means, and beyond low water mark, that is to say on the open ocean. This is quite in accordance with decided cases. It was held in Regia v. Cunningham, 28 L. J. M. C. 170, that an American subject was liable to be con-

victed of the offence of "mayhem" committed on board an American ship at Asaiza for a county to the exclusion of Admiralty jurisdiction, although the ship was anchored in an open roadstead at a distance of three quarters of a mile from the shore, because the Bristol channel was held to be part of the two bordering counties, Glamorganshire and Somerscire, although exclusive jurisdiction of the Admiralty was set up.

The cases of Queen v. Anderson, L. R. 1 C. R., reported in Rule on Crimes, and Queen v. L. M. Hoyle, L. C. page 494, show that the Admiralty retains its jurisdiction in great rivers below bridges.

But it is only in cases of murder and mayhem, cutting or wounding, that this jurisdiction is preserved. I cannot find any case or any claim to concurrent jurisdiction applicable to any other than one of these two offences, and certainly not to a case of piracy *jure gentium* pure and simple. I am therefore of opinion that the Sun Yee Lee junk was not in the jurisdiction of the Admiralty when she was seized, but exclusively within the jurisdiction of the municipal law of Hongkong. The absence of the allegation that the offence was committed "on the high seas" renders an information for piracy *jure gentium* bad in point of law and unanswerable.

Whether the possession of the peak outside Pak Sha Wan Bay, as she was being removed, and so in the high seas, was not piratical and within Admiralty jurisdiction, as was held by Dr. Cunningham, in *Ma gelian* pirate case, 16 June, page 115, is undoubtedly determined, the question

is, whether the learned Attorney raised the point although he had a note of it.

The Chief Justice said the prisoners were in custody. It was now for the Attorney General to decide what he should do. Did he oblige to the discharge of the prisoners?

The Attorney General said the deft. They were in custody on another charge.

Mr Hayllar: One of them only.

The Chief Justice said the Attorney General could apprehend them on leaving the Court, but it was a question whether he could oppose their discharge. It was for him (the Attorney General) to decide what he should do.

The Attorney General said he found that only the first prisoner was implicated in the second charge and he was on bail.

Addressing Mr Hayllar, the Chief Justice remarked that he did not suppose the action of the Admiralty depended on the document in this case.

Mr Hayllar replied that of course it did not. The suggestion made by their Lordships had been duly forwarded to him (Mr Hayllar) with an intimation to that effect.

The Chief Justice said the Hoppo's card should now go to the Governor.

Mr Hayllar said the message came to him, in what was the ordinary way amongst the Chinese, with the card.

The two prisoners, whose claim for discharge seemed to have been forgotten or lost sight of during this conversation, were then taken away.

The Sessions stand adjourned till Thursday.

(Before His Honor the Paine Judge, F. St John Stone.)

Mondy, Oct. 18

THE HONGKONG AND SHANGHAI BANK NOTE CASE.

Case No. 4, on the Cuttellar, Leung Akui, charged with larceny as a servant, was first called. The charge was that he did, being employed by the Hongkong and Shanghai Bank, and while in the employ of the said Bank, steal 500 five-dollar notes, to the value of \$100, of the said Corporation, on the 4th August.

Prisoner: I am sorry to be entering into lay in Court, that he took them but did not use them. He begged the Court to have mercy on him.

The Court: Does he plead guilty or not guilty?

Prisoner: I did not do it I tell them.

The Court: What does he mean by saying he took them and yet did not do it?

The Court: Does he pretend that he had any right to take them, or what?

The prisoner repeated that he took them but did not use them.

The Lordship: That is a ploy of not guilty.

On the suggestion of the Court, the notes stolen were unissued notes or incomplete notes, one of the signatures being afterwards forged, the indictment was amended to \$100 of paper purporting to be five-dollar notes of the Hongkong and Shanghai Bank.

The following jury was empanelled and sworn:—Messrs J. C. Hughes, G. Raynor, H. A. Francisco, U. A. da Cruz, C. D. Dennerby, L. M. Baptista, and John Justeson.

Prisoner: They then said voluntarily that he did not do it, he did not use them.

The Court: And he did not use them.

The Chief Justice reminded the learned Attorney that he had not yet given his judgment. His Lordship then read the following judgment:—

In this case the information against the prisoners Li Sui Tong and F. K. Akui is for piracy alleged to have been committed within Pak Sha Wan (the word Wan in Chinese means bay) being a small bay well within the headlands on each side the entrance to the bay in Hongkong. I am of opinion that this it within the civil or municipal jurisdiction of this Colony (which for purposes of this case must be taken to be the same as that of the English county). The crime charged was larceny.

The following jury was empanelled and sworn:—Messrs J. C. Hughes, G. Raynor, H. A. Francisco, U. A. da Cruz, C. D. Dennerby, L. M. Baptista, and John Justeson.

Prisoner: They then said voluntarily that he did not do it, he did not use them.

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Prisoner: They then said voluntarily that he did not do it, he did not use them.

The Court: And he did not use them.

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The Court: Does he pretend that he did it?

The prisoner: I am sorry to be entering into lay in Court, that he took them but did not use them.

The Court: Does he pretend that he did it?

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The Court: Does he pretend that he did it?

THE CHINA MAIL.

[No. 5389.—OCTOBER 18, 1880.]

Insurances.

CHINA TRADERS' INSURANCE COMPANY, LIMITED.	
HEAD OFFICE, HONGKONG.	
Position of the Company at the close of the last financial year, the 30th April, 1880.	
CAPITAL SUBSCRIBED.....\$1,000,000.00	
CAPITAL PAID UP.....\$300,000.00	
RESERVE FUND.....\$45,000.00	
BALANCE UNDIVIDED.....\$70,275.43	
DIVIDEND PAID TO SHARE-HOLDERS.....20% per Annum	
DIVIDEND PAID TO ALL CONTRIBUTORS OF BUSINESS, 25% on the amount of their contributions.	

THE Company grants Policies on MARINE RISKS to all parts of the World, payable at any of its offices.

Contributors of Business are PAYABLE TO ALL CONTRIBUTOR'S OR BUSINESS-HOLDERS OR NOT.

B. GOLDSMITH,

Acting Secretary.

Hongkong, August 13, 1880.

QUEEN FIRE INSURANCE COMPANY.

The Undersigned are prepared to grant Policies against Fire to the extent to \$45,000 on Buildings or on Goods stored therein, at current local rates, subject to a Discount of 2½% off the Premium.

NORTON & CO., Agents.

Hongkong, January 1, 1874.

LONDON & STAFFORDSHIRE FIRE INSURANCE COMPANY, LIMITED, HERIETT CALLED THE STAFFORDSHIRE FIRE INSURANCE COMPANY, LIMITED.

CAPITAL—TWO MILLIONS STELLING.

The Undersigned are prepared to insure Policies covering FIRE RISKS at Current Rates.

ADAMSON, BELL & CO., Agents.

Hongkong, August 26, 1880.

MANCHESTER FIRE ASSURANCE COMPANY OF MANCHESTER AND LONDON.

ESTABLISHED 1824.

Capital of the Company £1,000,000 Sterling of which is paid up £100,000

Reserve Fund upwards of £100,000

Annual Income £250,000

The Undersigned have been appointed Agents for the above Company at Hongkong, Canton, Foochow, Shanghai, and Hankow, and are prepared to grant Insurance at current rates.

HOLLIDAY, WISE & CO., Agents.

Hongkong, October 15, 1880.

VANGTSZE INSURANCE ASSOCIATION.

CAPITAL (Fully Paid-up).....\$18,000,000

PERMANENT RESERVE.....\$18,000,000

SPECIAL RESERVE FUND.....\$18,000,000

TOTAL CAPITAL AND ACCUMULATIONS, \$18,000,000

April, 1880.....\$18,000,000

Directors.

F. E. FOHES, Esq., Chairman.

W. M. BOYD, Esq.; W. M. MEYERINKE, Esq.

J. H. PIRKLEVOSS, F. D. HITCH, Esq.

HEAD OFFICE—SHANGHAI.

MESSRS. RUSSELL & CO., Secretaries.

LONDON BRANCH:

Messrs. BARING BROTHERS & CO., Bankers.

RICHARD BLACKWELL, Esq., Agent.

68 and 69, Cornhill.

POLICIES granted on Marine Risks to all parts of the World.

Subject to a charge of 12% for Interest on Shareholders' Capital, all the Profits of the Underwriting Business are annually distributed among all Contributors of Business in proportion to the Premiums paid by them.

RUSSELL & CO., Agents.

Hongkong, October 1, 1880.

THE LONDON ASSURANCE CORPORATION BY ROYAL CHARTER.

His Majesty King George The First, A.D. 1720.

—o—

The Undersigned having been appointed Agents for the above Corporation are prepared to grant Insurances as follows:

Marine Department.

Policies at current rates payable either here, in London or at the principal Ports of India, China and Australia.

Fire Department.

Policies issued for long or short periods at current rates. A discount of 20% allowed.

Life Department.

Policies issued for sums not exceeding \$10,000 at reduced rates.

HOLLIDAY, WISE & CO., Agents.

Hongkong, July 25, 1872.

LANCASHIRE INSURANCE COMPANY.

(FIRE AND LIFE.)

CAPITAL—TWO MILLIONS STELLING.

The Undersigned are prepared to grant Policies against the Risk of FIRE on Buildings or on Goods stored thereon, on Goods in transit, Vessels, and on Hulls of Vessels, at Hongkong, at the usual Terms and Conditions.

Proposals for Life Assurances will be received, and transmitted to the Directors for their decision.

If required, protection will be granted on first class Lives up to \$10,000 on Single Life.

For Rates of Premiums, forms of proposals or any other information, apply to ARNOLD, KARBERG & CO., Agents, Hongkong & Canton.

Hongkong, January 4, 1867.

Intimations.

THE CHINA REVIEW.

THE widely-expressed regret at the discontinuance of Notes & Queries on China and Japan, has induced the publishers of this journal to issue a publication similar in object and style, but slightly modified in certain details.

The CHINA REVIEW, or Notes and Queries on the Far East, is issued at intervals of two months, number containing 60 or 70 pages, occasionally illustrated with lithographs, photographs, woodcuts, &c., should the papers published demand, and the circulation justify, such extra matter.

The subscription is fixed at \$0.50 postage paid per annum, payable by non-residents in Hongkong half-yearly in advance.

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